

#17-002

COLLECTIVE BARGAINING AGREEMENT

Between

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

and

**Imperial Polk County EMTs and Paramedics
I.A.E.P. LOCAL 917 R-5 SEIU/NAGE**

Expires September 30, 2017

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seal
this 9th day of January, 2016. 7

A Reynolds

International Association of EMT's and Paramedics



Jim Luchman

County Manager

Meloy M. Bell

Chairman Polk County BOCC

Q.44
1/3/17

MEMORANDUM OF UNDERSTANDING

The County will provide a retiree health insurance supplemental as specified by County Ordinance, and in the event that the County Ordinance is revised, the County will meet with the Union on request to negotiate the impact of the revised ordinance.

DUES AUTHORIZATION FORM

**REQUEST AND AUTHORIZATION FOR VOLUNTARY ALLOTMENT
OF COMPENSATION FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES**

NAME OF EMPLOYEE (Last First Middle) (X) _____	(PLEASE PRINT)	SOCIAL SECURITY # (X) _____
HOME ADDRESS Street and Number) (X) _____	(City and State)	ZIP CODE
COMPANY (X) _____		UNIT
WORK LOCATION: _____		
JOB _____		TITLE _____

I HEREBY AUTHORIZE THE DEDUCTION FROM MY PAY EACH PAY PERIOD OR THE FIRST FULL PAY PERIOD OF EACH MONTH AN AMOUNT OF MONEY EQUAL TO THE REGULAR DUES IN ACCORDANCE WITH ARRANGEMENTS WITH MY EMPLOYER

SIGNATURE OF EMPLOYEE (X) _____	DATE (X) _____
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PREAMBLE

THIS AGREEMENT is entered into between POLK COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "County", and the INTERNATIONAL ASSOCIATION OF EMT'S AND PARAMEDICS, LOCAL R5-917, SEIU/NAGE, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. It is understood that the County is engaged in furnishing essential public services, which vitally affect the health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE I RECOGNITION and DEFINITIONS

The County recognizes the Union as the exclusive bargaining representative in accordance with Chapter 447, Florida Statutes, as amended, in accordance with the Certification number 1544 from the Florida Public Employees Relations Commission dated May 2, 2005, for all regular full-time and regular part-time employees employed in the following classifications: Paramedic; Paramedic-F.T.O.; Paramedic-provisional; Emergency Medical Technician; and Medical Transport Specialist. Excluded classifications are: Emergency Medical Services Director, Operations Manager, Medical Control Manager, Medical Supervisor, Medical Training Officer, Office Coordinator, Receptionist/Switchboard Operator I, Accounting Clerk, Administrative Supervisor, Stock and Supply Storekeeper, Volunteer EMTs and Paramedics, Temporary Part-Time employees, and all other employees of the County.

EMPLOYEE DEFINITIONS:

Employment status definitions are codified and defined in the County's Employee Handbook, Section 3.01.

ARTICLE II REPRESENTATIVES OF PARTIES

Section 1. The County agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union in matters requiring mutual consent or other official action called for by this Agreement. The Union agrees to notify the County of the name(s) of such authorized representatives as of the execution of this Agreement and replacement therefore during the term of this Agreement.

Section 2. The Union likewise agrees that during the term of this Agreement the Union and the employees covered hereunder shall deal only with the County Manager or his designated representative in matters requiring mutual consent. The Union

acknowledges and agrees that it will not attempt by any method to negotiate directly with the BoCC, and will not attempt to present information to the BoCC once negotiations for a new contract have begun. The Union agrees that in the event that the Union violates this Section 2, the County may seek injunctive relief in a court of competent jurisdiction in Polk County, and the Union will consent to the entry of such injunctive relief.

ARTICLE III **COUNTY'S MANAGEMENT RIGHTS**

Section 1. Except as expressly limited by any provision of the Agreement, the County reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time re-determine, the number, location and type of its various operations, functions and services; the methods, procedures and policies to be employed; the modality of care and quality levels; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services from or to, either in whole or in part, any of its departments or other divisions or any other entity within or outside of Polk County government; to control and regulate the use of equipment and other property of the County; to select and direct the working force in accordance with requirements determined by the County; to create, modify or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, demote, discharge or otherwise discipline employees for just cause; to subcontract; and otherwise to take such measures as the County may determine to be necessary for the orderly and efficient operation of its various operations, functions and services. The union will be given an opportunity to voice their position to management or to the BoCC if sub-contracting or privatization becomes a serious consideration. If the County does decide to sub-contract or privatize any or all of its emergency medical service operations, the County agrees to bargain about the impact of such decision on the bargaining group, if the Union requests. Notice of such serious consideration of sub-contracting or privatization shall be given to the Union within at least two (2) weeks of any scheduled Board agenda to discuss such topic.

Section 2. If in the sole discretion of the County Commission it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, public employee strikes or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the County during the time of the declared emergency, provided that wage rates and other direct monetary payments shall not be suspended. During such emergency, no employee covered by this Agreement shall be discharged without just cause. Any such discharge occurring during such period shall be subject to the grievance procedure contained herein upon the conclusion of such emergency.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 1. A grievance is any dispute which may arise concerning the application, meaning or interpretation of this agreement which shall be settled in the following manner.

Section 2. All dues paying members who file a grievance shall be accompanied by a union representative at each step of the grievance procedure. However, nothing in this article shall require the union to process grievances from employees who are not dues paying members of the Union. Employees of the bargaining group who are not dues paying members may file grievances on their own behalf and will notify the union of their intent to file a grievance. Any threat towards an employee in an effort to prevent such employee from filing a grievance shall be a violation of this contract.

Section 3. The employee, either alone or accompanied by the representative, shall present the grievance as set forth below. Every effort will be made by the employees, the Union and the County to adjust grievances informally and promptly at the first step with his/her immediate supervisor.

Note: All grievances will be accompanied by the approved grievance tracking sheet which will be signed by each party at each step. It is expected that each written grievance will contain sufficient details for the reviewing manager to understand and respond to the issues involved. Only the original grievance (in its original state) will be passed and heard at each step of the process. However, if supporting evidence comes to light during the process (that could not have reasonably been discovered at the onset of the grievance), then such evidence may be introduced at any step of the process at which it is discovered. At this point, any official who has already heard the grievance has the option to rehear the grievance considering the new evidence, using the standard time lines for each party.

Step 1. The grievance shall be presented in writing to the employee's immediate supervisor within ten (10) calendar days from the time the employee or the Union knew or by reasonable diligence should have known of the event in question. The supervisor shall reach a decision and communicate it within ten (10) calendar days to the employee and his representative if one was present. **NOTE:** For clarification, an example of the time limits would be that if a grievance is filed on the 5th of the month, then the deadline for response would be the end of business on the 15th). If the supervisor's response is received after 5:00 p.m., the ten days will begin to run on the following day.

Step 2. If the employee is not satisfied with or does not receive a timely reply in Step 1, within ten (10) calendar days thereafter the grievance shall be presented in writing to the appropriate Deputy Fire Chief. The Deputy Fire Chief shall meet with the employee (and his/her representative where applicable) and reply in

writing within ten (10) calendar days after receipt of the written grievance. Decisions reached in Steps 1 and 2 shall not be used as precedents for any subsequent cases unless mutually agreed to the contrary in writing.

Step 3. If the employee is not satisfied with or does not receive a timely reply in Step 2, within ten (10) calendar days thereafter he/she or they may present the written grievance to the Fire Rescue Chief. The Fire Rescue Chief shall meet with the aggrieved employee (and representative, if applicable), within ten (10) calendar days after receipt of the written grievance and endeavor to resolve the grievance. The Fire Rescue Chief shall give a written answer within ten (10) calendar days of this meeting.

Step 4. If the employee is not satisfied with or does not receive a timely reply in Step 3, within ten (10) calendar days thereafter the grievance shall be presented in writing to the Deputy County Manager. The Deputy County Manager shall meet with the employee (and his/her representative, if applicable) within ten (10) calendar days of receiving such written grievance. The Deputy County Manager will then respond in writing within ten (10) calendar days of meeting with the employee.

Step 5. If the Union or the employee is not satisfied with the Deputy County Manager's resolution of the matter, he/she or they may proceed to those procedures and conditions of Article V (Arbitration).

Section 4. Time limits may be extended upon mutual consent in writing by the employee or the Union and the County. The Deputy Fire Chief, the Fire Rescue Chief and the Deputy County Manager may appoint designees to handle grievances on their behalf.

Section 5. The Union may present a reasonable number of witnesses if it so requests when the matter is taken to Step 3 of the grievance procedure.

Section 6. Fire Rescue Division management will notify the union (in writing) when a grievance is filed by anyone in the bargaining unit.

Section 7. Nothing in this Article shall preclude the Union from taking a matter to the Public Employees Relations Commission in an appropriate case.

Section 8. For bargaining group personnel, Article IV supersedes the Employee Handbook grievance procedure in all cases. EXCEPT when the issue is Termination, Performance Improvement Probation, Suspension Without Pay, or Involuntary Demotion. When a bargaining group employee is recommended for termination, performance improvement probation, suspension without pay, or involuntary demotion, such employee has only ONE of the following two choices. The employee cannot go from one option to another once the process has been selected by the employee.

1. He/she may initiate a "contractual" grievance, which may allow them to eventually go to arbitration (Article V), if necessary, and if the issue meets all requirements to go to arbitration. In this case, the grievance must be filed starting at Step 3 (Fire Rescue Chief) within ten (10) calendar days of the recommendation for such disciplinary action, but the action may take effect immediately when the employee is given notice of such disciplinary action. This means' for example, if an employee is terminated, the termination may take place immediately, and there is NO provision for the employee to be placed on PAID suspension during the rest of the entire process. However, if the decision to terminate (for example) is over-turned during the process, the employee may be reinstated and may be eligible for back pay to the date of termination.

OR

2. Within seven (7) calendar days, the employee may choose to request a Pre-Disciplinary Hearing under the terms and conditions of the Employee Handbook, Sections 13.01 and 13.02, which does provide that the employee may be placed on PAID suspension until such time as the Hearing Officer makes his/her decision. If this option (2) is selected by the employee, then the next and ONLY other administrative redress (appeal) they may seek is a hearing in front of the Appeals Council, per Employee Handbook section 13.03 (and under procedural rules, section 13.05).

Section 9. For purposes of this Article, if the last day for either party to respond to the other or perform an act falls on a Saturday, Sunday or a holiday recognized under this Agreement, the time will be extended to the next business day.

ARTICLE V **ARBITRATION**

Section 1. Only grievances which satisfy each of the following conditions are subject to arbitration hereunder.

- A. The written grievance and written demand for arbitration clearly identifies the section of provisions allegedly violated and the remedy or correction requested. The phrase "all other sections/articles that may apply" shall be a nullity, and the party requesting arbitration will be limited to arbitrating and presenting evidence only with respect to the section(s) of the contract identified in the grievance.
- B. A demand for arbitration has been made in writing within thirty (30) calendar days from and after receiving the Deputy County Manager's answer.
- C. The grievance was processed within the time limits set forth in Article IV.

An arbitrator hereunder shall only have jurisdiction to determine whether or not the County violated the identified contract provision in the respect alleged in the written demand for arbitration.

Section 2. Where mutually agreed, grievances appealed to arbitration may be mediated within fifteen (15) days of either party requesting arbitration, and upon mutual agreement, the parties will schedule a mediation conference to be held at the earliest available date. The parties shall mutually agree on the selection of a mediator. The mediation conference will normally be held in either the County or Union facility. Should the availability of a mediator unnecessarily delay the processing of the grievance in the opinion of either party, either party may request that the mediation step be bypassed and the grievance be scheduled for arbitration.

All written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that which has been presented in the grievance proceedings, however, the issue mediated will be the same as the issue the parties have tried to resolve through the grievance process. The rules of evidence will not apply, and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.

The County and Union spokesperson at the mediation conference may accept the resolution proposed by the mediator and such settlement or any other settlement resulting from the conference shall not be precedent-setting, unless both parties agree.

If no settlement is reached during the mediation conference, the grievance is subject to being scheduled for arbitration in accordance with this Article.

In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Any settlement proposal made by either party at the mediation conference shall not be referred to at the arbitration hearing.

The parties will share equally the costs associated with mediation.

Section 3. In the event that the parties cannot mutually agree on the selection of an arbitrator within ten (10) working days the party seeking arbitration may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike the names from the list with the party initiating the grievance striking first and the remaining name shall be the arbitrator. The arbitrator shall promptly conduct the hearing on the grievance at which both parties shall be permitted to give evidence and argument. The decision of the arbitrator shall be rendered in writing and shall be final and binding on all parties.

Section 4. The arbitrator shall neither add to, subtract from, nor modify the provisions of this contract. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.

Section 4.1. In case of a grievance involving any continuing or other money claim against the County, no award shall be made by the arbitrator which shall allow any amount for more than ten (10) calendar days prior to the date when such grievance shall have been submitted or the exact date the matter being grieved would have been known to the employee by the exercise of reasonable diligence. The arbitrator may render an award, in a grievance involving compensation, covering all compensable time affected by the grievance for the most recent pay period prior to the filing of the grievance.

Section 5. All fees and expenses of the arbitrator shall be incurred by the side that does not prevail. If the parties are unable to agree on which party prevailed at arbitration, they will submit a request to the arbitrator to determine which party is responsible for payment of the arbitrator's fee. Each party shall bear the cost of preparing and presenting its own case. Either party desiring transcripts of the arbitration proceedings shall bear the cost of the same.

ARTICLE VI
UNION STEWARDS and OFFICERS
RECOGNITION, RIGHTS, PRIVILEGES AND RESPONSIBILITIES

Section 1. Recognition

The County recognizes the right of the Union to designate Union Representatives and/or Stewards. The Union shall notify the County in writing of the names and contact information of its Union Stewards and officers and maintain such listing on a current basis.

Section 2. Rights, Privileges and Responsibilities

- A. Union stewards have the right and responsibility to investigate grievances and to represent Union members at grievance proceedings. The exercise of such rights and responsibilities, however, shall not interfere with the County's mission to provide prompt, effective emergency services to the public.
- B. Neither Union stewards nor officers shall investigate or otherwise handle grievances or conduct other Union business during working time without the express consent of their Deputy Chief, which consent shall not be unreasonably withheld. Working time is defined as times when the employee is supposed to be working. Working time includes the working time of the Union representative and any employee with whom the Union

meal breaks, coffee breaks or other break periods subject to having to respond to an emergency at any time.

- C. Although, due to the nature of the Fire Rescue mission, both the Union and the County agree that most grievances will be scheduled during off-duty time, release time will be provided whenever it is necessary and feasible to conduct such business on-duty. For instance, when a member exerts their Weingarten Rights, the County will not proceed with an investigatory interview until arrangements are made for appropriate steward representation, whether such steward is on-duty or off.
- D. Union representatives will not use County telephones, email, computers, FAXs, vehicles, or other County equipment and/or supplies for Union business without the express permission of their Deputy Chief. Again, the use of such resources will not be unreasonably denied, but their use may not interfere with the prompt and effective delivery of mission services to the public. Further, Union representatives, upon request, may have access to documents to which the Union is legally entitled.
- E. During the orientation period for new employees, the Union may offer new employees the opportunity to receive a Union orientation during one of the lunch breaks. Such offer to new employees may be facilitated through phone contact, mail invitation, or by personal invitation provided during one of the breaks or lunch periods taken during the orientation.

ARTICLE VII **PROHIBITION OF STRIKES AND LOCKOUTS**

Section 1. Neither the Union, its agents or any of its members will collectively, concertedly, or in any manner whatsoever, engage in, incite, or participate in strike, sit down, stay-in, sick-out, slowdown, boycott, work stoppage, paper strike (deliberate failure to submit timely, quality, accurate, and complete medical reports, run tickets, incident reports and billing information), or sympathy strike against the County during the term of this Agreement; and the County agrees that during the term of this Agreement it shall not lock out any of the employees covered by this Agreement. It is further understood that the duly authorized representative(s) of the Union shall use their best efforts on behalf of the Union to actively encourage the employee(s) engaging in a violation of this section to cease such conduct.

Section 2. Employees found to have violated the terms of this article shall be subject to discipline up to and including discharge. Employees shall have the right to grieve discipline or discharge under this article only to the extent they claim not to have engaged in a violation of this article. Once participation has been established, the County's actions against the employee will no longer be subject to the grievance or arbitration procedure. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in any violations of this article. Regarding strikes

and lock out, both the Union and the County acknowledge that either party has full recourse as the law provides in Florida Statutes, Chapter 447.

Section 3. The County and the Union recognize the duties performed by employees involve life and death situations. Failure to immediately transport patients to hospitals and other designated medical facilities, and respond from hospitals, other medical facilities or any other location to patients, can result in compounding problems of already ill and injured patients. Yet, it is also recognized that bargaining unit employees have the need to communicate with other Union employees who are engaged in serious job actions.

To meet both of these needs, the County and the Union agree that: (a) Under no conditions shall employees delay the transport of any patient because of a picket line or any other job action; (b) Under no circumstances shall employees delay response to a request for service due to any Union job action. Employees are expressly prohibited from delaying the response to any request for service or the provision of any care and or transport as required; (c) Employees may, after crossing picket lines to deliver patients, following such patient delivery, return to the picket line (providing it does not unduly interrupt service), and explain to the picket captains or other picketers why the picket line was crossed. Employees shall at all times remain available for dispatch by the County's Communication Center, and immediately respond to patients or stand-by post locations as required.

ARTICLE VIII
NON-DISCRIMINATION
and GENDER

The County and the Union agree not to discriminate against any employee for their legal activity on behalf of the County or any Union; for their membership or non-membership in any Union; or because of age, race, color, national origin, religion, sex, disability, marital status, sexual preference or Veteran status.

The parties agree that the County's Equal Opportunity Office is the appropriate venue for employees to file initial complaints relating to sexual harassment or discrimination based on age, race, color, national origin, religion, sex, disability, marital status, Veteran status, or any other category protected by law.

Furthermore, the parties acknowledge that the County may take any action necessary to comply with the requirements of the Americans with Disabilities Act 1990, Title VII of the Civil Rights Act of 1964, as amended, the Family and Medical Leave Act of 1993, Section 1981 of the Civil Rights Act of 1866 or any other Federal, State or local law, rule or regulation relating to equal employment opportunity, and such action shall not be considered a violation of any provision of this Agreement nor shall such action be used as evidence of precedent or past practice in any subsequent action.

Regardless of the gender used in this Agreement the term shall apply to both male and female.

ARTICLE IX **EXISTING RULES AND PRACTICES**

The County policies and procedures, including the Employee Handbook, Polk County Fire Rescue Clinical Care Guidelines, policies, procedures, memorandum or written guidelines are hereby incorporated by reference into this Agreement. Where there is a conflict between these policies, procedures, memorandum, written guidelines or Employee Handbook and the express terms of this Agreement, the Agreement will prevail. The Union agrees that such policies, procedures, memorandum, written guidelines and Employee Handbook may be formulated, amended, revised and implemented at the sole and exclusive discretion of the County; provided, however, that such formulation, amendment, revision and implementation will be neither arbitrary nor capricious. Relative to any such changes, the Grievance and Arbitration provisions of this agreement shall be limited to whether or not such changes are arbitrary, capricious and/or violate the express terms of this Agreement. Any such grievance shall be initiated, in writing, at the third (3rd) step of the Grievance procedure within ten (10) calendar days of the change(s) being implemented. To the extent required by law the County will engage in impact bargaining; provided that such bargaining must be requested within ten (10) calendar days of notice under this Section or the bargaining obligation is waived.

ARTICLE X **PROBATIONARY PERIODS**

Section 1. The initial probationary period for persons employed under this Agreement shall be twelve (12) months from the date of hire provided, however, the initial probationary period may be extended an additional six (6) months at the discretion of the Fire Rescue Chief. During such probationary period the employee may be discharged or otherwise disciplined without recourse to the grievance procedure.

Section 2. Employees requesting and/or being selected for promotion, lateral transfer, or voluntary demotion may be required to serve a "trial period". The "trial period" is a time of evaluation in which the hiring supervisor reviews the work performance of the individual. However, an employee who requests a voluntary demotion to a position which he/she previously occupied as a non-probationary employee within The Division shall not be required to serve a trial period. For promotions a person shall serve a "trial period" of six (6) months from the effective date of the action, which may be extended by the County for an additional six (6) months, provided such extension is neither arbitrary nor capricious and is documented in writing. Upon satisfactory completion of a promotional "trial period" the hiring supervisor shall submit the "Completion of Trial Period Evaluation" form and a Personnel Action Form (PAF). During such "trial period" the employee may be reduced to the highest available position below current position for which he/she is qualified and has previously held, provided such demotion is neither

arbitrary nor capricious. During the trial period for proposed promotion from EMT to Paramedic, the employee will be paid at the applicable Paramedic rate of pay.

Section 3. Employees who receive two "needs improvement" (or) one "unsatisfactory" on their performance evaluation, shall be placed on six months performance improvement probation, provided they have not received prior Performance Improvement Probation relative to the rating areas in question during the evaluation year. An employee may not be given two "needs improvement" scores for the same incident. If an employee feels that their performance evaluation is unfair, they may use the grievance procedure set forth in Article IV. However, such grievance regarding a perceived unfair performance evaluation may not be taken to arbitration. Only the disciplinary action (Performance Improvement Probation) itself can be taken to arbitration.

ARTICLE XI **SENIORITY**

Section 1. County Seniority

County seniority shall be defined as an employee's continuous length of service with the County from his/her date of hire.

Section 2. Polk County Fire Rescue Seniority

Fire Rescue seniority is defined as an employee's continuous, full-time length of employment within the Fire Rescue Division.

ARTICLE XII **LAYOFFS AND RECALLS**

Section 1. In the event of a reduction in force, initial probationary employees in the classification(s) affected will be laid off first. Then, within affected classification, employees who are currently or have been on any combination of any (2) performance improvement probations or suspensions without pay within the last year, shall be laid off next. Finally, employees within affected classification(s) will be laid off by seniority, with the least senior employees being laid off first. With the exception of employees who are laid off due to probationary status, the most senior regular full-time employees who are laid off may bump the least senior regular part-time employees within same job classification, provided they are more senior than the regular part-time employee they are to bump. The County will provide the Union with at least thirty (30) calendar day's written notice prior to any lay-off. Employees who are laid off will be placed in the temporary part-time pool, and given first opportunity to work as employees are needed to fill in on a temporary basis. No benefits shall be accrued during the period of lay-off. Employees shall be recalled in reverse order of being laid off within a classification.

Section 2. Any employee who is laid off and is re-employed in a regular classified position within two years of the effective date of lay off shall be reinstated:

- A. With no loss of seniority for accrual of sick or annual leave,
- B. At a rate of pay comparable to others in the same job classification with a comparable length of service,
- C. With a reinstatement of sick leave hours not paid at the time of termination, and
- D. With immediate life and health insurance coverage, if allowable by current provider(s) contracts.

Section 3. The County shall post annually a correct seniority list. At the time of posting, the County shall deliver a copy to the Union.

Section 4. Regular full-time employees who are laid off from County service shall have the option of receiving payment for accrued sick and vacation time in accordance with the County Employee Handbook at the time of lay off or retaining said time with the County for a period of no more than six (6) months.

ARTICLE XIII **SUBSTANCE ABUSE POLICY**

The parties agree that the County's Drug Free Workplace Policy (as written in the Employee Handbook is applicable to employees in the bargaining unit); provided that the provisions of the Drug Free Workplace Policy relating to post-accident testing will remain in full force and effect and are incorporated into this Agreement by this reference. Should there be any change in the policy, the County agrees to notify the Union President in writing and give it an opportunity to impact bargain about the changes. If the Union does not request to bargain about the change(s) within then (10) calendar days after being notified, the change(s) will become effective on the eleventh (11th) day.

ARTICLE XIV **DUES CHECK-OFF** **and NOTICES**

Section 1. The County shall deduct dues and initiation fees owed by the employee to the Union on a bi-weekly basis; provided that prior to such deduction the Union has provided the County with a signed authorization from each employee whose dues are to be deducted that such deduction is authorized, a copy of which is attached hereto and designated Exhibit "A". Deductions shall be made bi-weekly and forwarded to the Union within ten (10) days of said deduction. Checks for dues collections will be made payable to NAGE and mailed to 159 Burgin Parkway, Quincy, MA 02169, along with a list of members whose dues were collected. The County shall begin new dues deductions no later than the bi-weekly pay period, which follows 10 calendar days after receipt of such dues authorization.

Section 2. Notwithstanding anything herein to the contrary, any authorization for dues deduction may be cancelled by the employee upon thirty (30) days written notice to the

Union. Within fifteen (15) days of such cancellation notice being received by the Union, the Union will forward a copy to the County's Payroll Unit in the office of the Clerk of the Circuit Court so that dues may be cancelled in a timely fashion. However, dues deductions will be cancelled immediately upon the employee's termination or upon starting another job within the County that is not within the bargaining unit. The affected employee is responsible for notifying Payroll (in writing) upon accepting such position outside of the bargaining unit. Dues will be temporarily suspended and not deducted when employees are in a no pay status or lay-off.

Section 3. The County will strive for accuracy in providing dues deduction service, but in the final analysis both the County and the Union agree that the claim for and the payment of dues is a matter to be settled between the Union and its members. Any liability for dues deducted by the County and paid over to the Union will be borne by the Union and not by the County. Therefore, the Union will indemnify, defend, and hold the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer on account of payroll deduction of Union dues.

Section 4. Nothing contained herein shall require the County to deduct from a salary or be otherwise involved in the collection of any fine, penalty or special assessment.

Section 5. APPLICABILITY

The foregoing provisions shall be subject to applicable provisions of Federal and State Laws.

ARTICLE XV **BULLETIN BOARDS**

The Union will be permitted to post notices on one standard size bulletin board to be furnished by the County for its sole use in each station location that bargaining unit employees are regularly stationed. All notices posted shall be signed by a union officer and shall contain nothing political, propagandizing or derogatory to the County and/or any of its employees or officials. Such notices shall be limited to:

1. Union meetings,
2. Union appointments,
3. Union elections,
4. Results of union elections,
5. Recreational and social affairs of union.

All other notices shall require the written approval of the Fire Rescue Chief or designee. If the parties disagree, the issue will be subject to the grievance procedure, starting at Step 2.

ARTICLE XVI
SAFETY AND HEALTH

The County and the Union agree to cooperate to the fullest extent concerning the health and safety of the employees and the services provided to the public.

Section 1. Safe Working Conditions and Employee Rights and Responsibilities

The County shall make reasonable provisions to insure the safety and health of each employee during the hours of their employment. Employees recognize, however, that their profession has inherent safety hazards that are normal and expected for their line of work, and that they accept and receive special risk retirement benefits in recognition of this fact; therefore, they will faithfully and reasonably execute their duties in ensuring the safety of the public that they serve. Employees will be required to use all safety clothing and protective devices made available by the County and shall also be required to observe safety rules promulgated for their protection. An employee may be subject to disciplinary measures for failure to observe safety rules or for failure to utilize provided safety equipment. However, employees will not be disciplined if they refuse to use defective equipment that a reasonable person would deem an imminent and serious danger to their safety. Employees who become aware of hazardous conditions and/or unsafe equipment shall notify the on-duty supervisor as soon as possible. No employee will be subject to discipline for reporting a health or safety problem.

Section 2. Work Stations

Twenty-four (24) hour stations will be equipped by the County as follows: Shower, bathroom, one bed in good condition for each employee on shift, couch or comfortable chairs to accommodate the number of employees on shift, table with chairs, microwave, stove, refrigerator, kitchen sink, 1 DVD Player and/or basic cable television, and appropriate cooking utensils. At the request of an employee, the County will provide one mattress pad annually. All stations shall be equipped with air conditioning, heating, locks on all windows and doors for security and window coverings for privacy. Crew's quarters shall be kept clean and sanitary, and shall be maintained in accordance with all Federal, State, County and City laws and ordinances. Employees shall, prior to the end of each shift, perform housekeeping that maintains the station in a clean, functional and professional manner.

Section 3. Safety Representation

The Union shall be allowed one representative on the County Safety Committee. Employees who have non-urgent safety recommendations should communicate such suggestions to either their County Safety Committee representative or to one of the Union representatives on the Labor-Management Committee. Any recommendations forwarded by the Union representatives shall be advisory only, and shall not be binding on the County. Urgent safety matters should be reported immediately to the employee's immediate supervisor.

Section 4. Critical Incident Stress Debriefing

Professional and credentialed Critical Incident Stress Debriefing (CISD) shall be made available to any employee upon request. The Employer may require an employee to attend a CISD session following a recognized mass casualty or significant incident call. Any mandatory attendance shall be paid as hours worked. However, employees may voluntarily take advantage of the County's Employee Assistance Program (EAP) by accessing this resource at 1-888-238-6232 (current provider, Aetna EAP and phone number may be subject to change at County's discretion).

Section 5. Drive Cams

A. The primary purpose of Drive Cam is to provide coaching for safe driving and prevention of crashes through review of events which have activated the system.

B. Battalion Medical Chief, Medical Training Officers, or Fire Rescue management may review any event which activates the Drive Cam system. Disciplinary action may be initiated to employees if viewed not wearing a seatbelt, smoking, or inappropriate use of a cell phone, PDA, or any other similar device, or any situation after an investigation determines that just cause exists. The driver in all situations and other crew member(s) while responding in emergency mode are expected to refrain from cell phone use.

Section 6. Annual Physical

All employees are required to have an annual medical examination including but not limited to blood test(s), hearing and vision exams, lung capacity exam, and EKG. In addition, all bargaining unit employees may elect to have an ultrasound medical examination conducted by a provider selected by the County's Procurement Department through a request for proposals. The scheduling of the annual medical examination will be done by the County and the scheduling will insure that all employees covered by this collective bargaining agreement be given an opportunity to receive this examination while on duty. The employee is responsible for providing Fire Administration with timely documentation of their completed examination, and the provider selected by the Labor-Management Safety and Health Committee will provide documentation to the Fire Rescue Administration whether the employee is fit for duty. Such determination shall be based upon a fitness for duty standard to be developed by the County with the cooperation of the Union. In the event that a bargaining unit employee incurs a work related injury and files a workers compensation claim with the County, or seeks treatment from the County Wellness Center, the Wellness Center will be entitled to receive a copy of any and all medical records relating to that employee that are in the possession of the provider selected to perform ultrasound scans. In that event, the bargaining unit employee will be required to execute such release or authorization as may be necessary to authorize the release of such medical records. The refusal of an employee to execute such release or authorization shall be grounds for immediate termination of employment, and the parties agree that such termination

will not be subject to the grievance and arbitration provisions of this Agreement. In the event that a bargaining unit employee is requested to execute a release of the employee's medical records, the Fire Rescue Chief or his designee and the Union President will be notified.

ARTICLE XVII **ACCIDENTS**

Section 1. Provided an employee is not found to have been willful nor negligent he/she shall not be held financially liable for damage to County vehicles or property while in the performance of normal duties. However, this is not intended to indemnify employees from disciplinary action for cause if such should be deemed appropriate.

Section 2. Provided that an employee is acting within the scope of their duties and is neither willful nor negligent, and meets the criteria for protection under Florida Statute, Chapter 768.28, then the County will defend the employee relative to financial liability arising out of a tort action covered under F.S., Chapter 768.28.

ARTICLE XVIII **DISCIPLINE AND DISCHARGE**

Section 1. Just Cause

The County shall neither discipline nor discharge any employee without just cause.

Section 2. Code of Conduct and Progressive Discipline

The County and the Union recognize the concept of progressive discipline. The County shall normally follow progressive disciplinary procedures before discharging an employee. The County and the Union understand and agree that each individual case must be judged on its own merits. Single serious offenses or repeated offenses may call for discipline that is commensurate with the offense or totality of the situation and may not necessarily be based upon the premise of progression. Also, the parties agree that the concept of progressive discipline will not necessarily be applied to employees who are on initial probation. Management reserves full discretion over the employment status of employees who are on initial probation. However, discipline will at no time be either arbitrary or capricious.

Section 3. Medical Director

It is understood by the Union and by the County that all EMTs and Paramedics work under the license and with the approval of the Medical Director. Therefore, it is also understood that the Medical Director may at any time revoke any employee's privilege to work under such license as permitted by Florida Statutes and Florida Administrative Code. There will be no administrative recourse to the Medical Director's decision and such a decision is not subject to the grievance and arbitration process. However, when

the Medical Director revokes an employee's privilege the employee will immediately be placed on suspension with pay. The Union and management will meet within three calendar days to discuss and to determine whether or not they agree that the Medical Director's decision was arbitrary or capricious. If both parties agree that the decision was not arbitrary or capricious, then the employee will be terminated. If both parties agree that the decision was arbitrary or capricious, then the County will make a good faith effort to find another vacant appropriate job within the County to place such employee. If no such position is immediately available, the employee will be terminated, but will be considered for other appropriate positions which may become available in the future. The employee must be qualified and take the initiative to apply for such future positions. If the parties cannot reach a consensus whether the Medical Director's decision was arbitrary and capricious, the decision of the Medical Director will be final and binding on all parties. This agreement will recognize that a timeline of up to sixty (60) days is reasonable for disciplinary action.

Additionally when dealing with issues involving the Medical Director an employee may request that a Fire Rescue Deputy Chief be present during discussions(s). The Fire Rescue Deputy Chief will decide their status in such meetings.

Section 4. Investigations and Employee Action Forms (EAFs)

The County and Union recognizes the value and need for an established administrative investigation process that is committed to fair and thorough fact finding investigations.

The County will establish and publish a policy that outlines the complaint and administrative investigation process for employees.

Whenever a member covered by this agreement is subject to an administrative investigation, such investigation shall start within thirty (30) days after a person authorized by the County to initiate an investigation of the alleged misconduct has knowledge of the incident. The administrative investigation, including by Fire Rescue Administration and by County E.O. Office if applicable, must be complete and the subject employee notified of the result of the investigation within ninety (90) calendar days of initiating such investigation. If more time will be required to complete the investigation, the investigating officer shall explain, in writing, as to the need for the extension of the investigation to the union representative responsible for any and all union grievances. Nothing in this Section applies to a criminal investigation performed by a law enforcement agency. The administrative investigation may be delayed and the time requirements will be tolled during a criminal investigation. An administrative investigation is officially initiated when the subject employee has been noticed by the investigating official, unless such notice would reasonably compromise the investigation, in that case the investigation is officially initiated upon being authorized by the Fire Rescue Chief or designee. The investigation will officially cease upon the written findings being approved by the Fire Rescue Chief or designee.

Normally, in imposing any disciplinary measure, management shall not consider any written counseling which occurred more than 18 months previous or reprimands, suspensions without pay, probation or demotion more than two years previous to the current violation(s). However, preventable vehicle accidents will be handled under the County Handbook and prior infractions past two years may be considered when such infractions are severe, such as, but not limited to sexual harassment, substance abuse, violent behavior, conduct involving moral turpitude violations or for infractions that reflect significant repetitive behavior. Verbal counseling(s) will not be used beyond one year unless the verbal counseling is attached as back-up to a follow-up formal counseling within that year and both are sent to the employee's official personnel file maintained by Human Resources.

Section 5. Suspensions During Investigations

During an administrative investigation that may lead to termination or other discipline of an employee, the County has full discretion regarding whether to keep an employee working, or to suspend the employee with pay during the investigation. While on suspension with pay, an employee is obligated to contact their immediate supervisor (or their specifically designated County representative) at 8:00 AM and again at 5:00 PM on each of their regularly scheduled shifts, and to remain available and to report to duty when instructed to do so. Failure to comply with these conditions may result in loss of pay during such suspension.

Whenever a member covered by this agreement is subjected to a criminal investigation that has resulted in criminal charges being formally filed by a State or Federal prosecutor, the County has full discretion regarding whether to suspend the employee with pay or without pay during the criminal proceedings.

Section 6. Discharge Notices

Discharge must be by proper written notice to the employee. It is the employee's responsibility to provide notification to the union in a timely manner if they desire representation.

Section 7. Employees Engaging in Sexual Conduct on Duty

An employee who is found to have engaged in sexual activity while on duty or using County property for such conduct shall be subject to immediate termination. In that event, whether or not the employee has engaged in sexual activity in violation of this Article shall be subject to the grievance and arbitration procedures of this Agreement, but the decision as to the disciplinary penalty for an employee who engages in such conduct will not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XIX
HOURS OF WORK AND OVERTIME

Section 1. The County has the right to require bargaining unit employees to work overtime, when in the sole judgment of Fire Rescue Administration, overtime work is necessary to the efficient operation of the Fire Rescue Division. All employees will be eligible to be paid at one-and-one-half times their regular hourly rate for all hours worked in excess of forty (40) hours per week.

Section 2. If called upon to hold over and work overtime, the employee is expected to do so until a replacement is on duty and the employee is released to go home. If, in the opinion of the Deputy Chief, it is not safe to hold over an employee in his/her current duty assignment because of the volume or nature of calls on his/her shift, the County may excuse the employee from holding over and select the next employee on the mandatory overtime list; or alternatively, may switch the employee with an employee working at a station with lower call volume. In either case, the decision of the County will not be precedent setting, and will not be subject to the grievance and arbitration provisions of this Agreement. Employees who are held over involuntarily will be paid at the emergency overtime rate. Management will make a good faith effort to find a replacement and to notify employees of the need to hold over as soon as reasonably possible. Failure of an employee to hold over and work overtime or failure to work overtime during an emergency when required and called upon shall be good cause for disciplinary action.

Section 3. The current practice of a monthly auction to cover shifts for employees on leave will be discontinued.

ARTICLE XX
RATES OF PAY

Section 1. The following compensation plan will be in effect for the 2016-2017 fiscal year:

Fire Rescue Pay Study Implementation

1. Half step (1.75%) points will be added to the "current step pay plan" and the 3.5% full step intervals will be reestablished within the current pay ranges. The minimum pay will remain the same and maximum pay may be adjusted slightly upward to facilitate the reestablishment of the 3.5% intervals between the full steps within the pay grades. This will restore the pay step system and place each IAEP Fire Rescue bargaining unit member on a point within the pay range; either on a step or half step point (Please see the attached step pay grades for Z14, Z19 and Z20).

If the Collective Bargaining Agreements are ratified prior to December 1, 2016, on January 2, 2017, all sworn/uniformed Fire Rescue members within the IAEP bargaining unit, not on a step, will be placed on the nearest step (half or full) that is

greater than their current hourly pay rate. (Range of increase will be between 0% and 1.74%)

2. If the Collective Bargaining Agreements are ratified prior to December 1, 2016, on January 2, 2017, one full step (3.5%) increase will be given to all non-probation (PIP) Fire Rescue members within the IAEP bargaining unit with one (1) or more years of full-time service, as of January 2, 2017. Members with less than one year of full-time service will receive the 3.5% increase on their anniversary date within the fiscal year (FY16/17).

Employees on performance improvement probation (PIP), Workers' Compensation or Leave of Absence will not receive the pay adjustments until they return to regular employment status.

3. Effective on the members established anniversary date, all Fire Rescue (sworn/uniformed) members within the IAEP bargaining unit will receive a 1.75% (half step) increase per year of fulltime fire rescue service not to exceed five (5) years (Maximum 8.75%). The years of service will be calculated as of October 1, 2016, from their most recent hire date.

Members on performance improvement probation (PIP), Workers' Compensation or Leave of Absence will not receive the pay adjustments until they return to regular employment status.

4. If the above salary increases and/or adjustments place the member at step 12 or above the maximum pay for their pay grade, the member will be placed at the maximum pay (step 12) for the pay grade. The member will receive a one-time "over max" stipend of the remaining amount of the pay which is above the maximum pay. The member will receive the "over max" stipend at the time the above salary increases and/or adjustments place the member above step 12.

The total "over max" stipend will not exceed 3.5% of the maximum pay for their pay grade during FY16/17 budget cycle.

5. Any bargaining unit member, who is currently above the maximum pay (step 12) for their pay grade, will be frozen at their current pay rate. The member will receive a one-time "over max" stipend of 3.5% of the maximum pay for their pay grade.

NOTE: Since the collective bargaining agreement was not ratified by the Union until after December 1, 2016 deadline, the effective date of the pay study implementation will be January 16, 2017.

Please see Exhibit A – Base Pay Step Plan

Section 2. Pay Ranges and Steps (see the attached exhibit, pay grades and steps.)

Section 1. INCENTIVES AND PREMIUM PAY

A. EMT INTRAVENOUS (IV) CERTIFICATION INCENTIVE

For those employees already having submitted their certification, or effective the second pay period following submission of proof of IV Certification for new certifications, the incentive rate will be twenty-five (25) cents per hour and will be added to the employee's current rate on an ongoing basis. However, in order to continue to receive said incentive, the employee's certification must remain current and the employee must use such skills upon demand.

B. FIELD TRAINING OFFICER (FTO) PREMIUM PAY

EMTs and Paramedics who are designated as qualified and who are assigned as a Field Training Officer (FTO) will receive a premium of one dollar and fifty cents (\$1.50) per hour for hours actually assigned and worked as an FTO while training employees.

C. EMT TO PARAMEDIC PROMOTION BONUS

Polk County EMTs, who successfully pass the Paramedic training, attain a State of Florida Paramedic Certification and who are newly promoted to the regular bargaining unit position of Paramedic will be eligible for a one time \$2,000 promotion bonus. Such employees will become eligible for payment of this bonus once they have successfully completed the initial Polk County Paramedic orientation period and are released by their preceptor and by management. The employee, however, will be required to sign a reimbursement agreement that stipulates that they must repay 100% of such bonus if they leave County employment or change to another non-Paramedic position within one year of receiving such bonus, or 50% of the bonus if they leave such employment between one and two years.

Section 2. SUMMARY OF RATES OF PAY

The County reserves the right to start new employees within the established pay ranges, based upon education, experience, skill and training, up to but not exceeding the mid-point of the range.

NOTE: 40 hour employees annual salary calculated by taking hourly rate X 2080 hours

56 hour employees annual salary calculated by taking hourly rate X 2912 hours (without scheduled overtime and holidays) or x 3440 hours (including scheduled overtime and holiday)

**Section 3. WORKING OUT OF CLASSIFICATION
EMERGENCY MEDICAL TECHNICIAN TO PARAMEDIC**

EMTs that have received State of Florida Paramedic certification, possess current AHA ACLS certification and have successfully completed Polk County Fire Rescue Paramedic orientation and have been approved by the Medical Director are eligible for promotion to an open Paramedic position. Open full time Paramedic positions will be filled based on date of hire by Polk County Fire Rescue as a full time EMT. Full time Paramedic employees that have been moved to an EMT position and then subsequently reapproved by the Fire Rescue Medical Director to resume a Paramedic position will be eligible for such promotion behind all current full time EMT employees that have met the promotional criteria above. Full time EMT employees meeting the promotional requirements will be promoted to full time Paramedic positions(s) before any temporary part-time Paramedic employees.

EMT employees that have attained State of Florida Paramedic certification and have successfully completed Polk County Fire Rescue Paramedic orientation and have been approved by the Medical Director will be permitted to work Out of Class in the position of Paramedic when needed. When assigned to work OUT of Class, the employee will receive two dollars and fifty cents (\$2.50) per hour extra for all hours that the employee worked Out of Class as a Paramedic. These employees are not permitted to swap time with a positioned Paramedic employee.

**ARTICLE XXI
OTHER BENEFITS**

Bargaining group employees covered by this collective bargaining agreement will enjoy the same benefits (including health, life and long term disability insurance) and on the same basis as similarly situated non-bargaining group employees, except where specifically noted in this article of this contract. A description of benefits provided to employees may be found in the Employee Handbook, Sections 7.00 GENERAL EMPLOYEE BENEFITS and 8.00 LEAVE BENEFITS, POLICIES AND PROCEDURES.

Section 1. Funeral Leave

Criteria for use of funeral leave will be the same as Employee Handbook Section 8.13. However, in addition to the 33.6 hours allowable for 56 hour employees, employees qualifying for funeral leave will automatically have an additional 14.4 hours paid out of their accrued sick leave account (or from their annual leave account if no credits are available in their sick leave account), so that they will be authorized two full consecutive shifts paid leave. Forty hour employees will automatically be paid an addition 16 hours in the same manner so that they will be authorized 5 consecutive paid days off.

Employees needing more time off may request additional sick leave from their supervisor.

Leave with pay is provided for the regular full-time and regular part-time employee upon the death of a member of the employee's immediate family. Family for purposes of granting funeral leave is defined as: spouse, parents, children, brothers, sisters, grandparents, grandchildren, sons-in-law, and daughters-in-law of either the employee or the employee's spouse. In the event of the death of a step-parent, step-brother or step-sister, leave must be approved by the appropriate Department Director before funeral leave may be taken. The allowable funeral leave time is a maximum of twenty four (24) hours for regular full-time employees and twelve (12) hours for regular part-time employees. Fifty-six (56) hour personnel are provided thirty three point six (33.60) hours. Leave taken in excess of the allowable funeral leave time may be charged against the employee's sick leave credits.

Leave to attend the funeral of a friend or relative, other than immediate family as specified above, will be charged to accrued annual leave or leave without pay when no annual leave is available.

Section 2. Meeting Space

Once a quarter, the members of IAEP Local 917 Polk County Fire Rescue, will be granted space within the Fire Rescue Administration Building (Training Center) to conduct membership meetings as long as attendance by all employees at the meetings is on off-duty time. The use of the space shall be granted so long as a request for its use is made to the Fire Rescue Chief or designee no later than four (4) days prior to the date of the meeting(s) and so long as the requested space is not otherwise in use. Permission can also be withdrawn during any state of emergency as defined by federal, state, and local government; for example: in the event of a hurricane or other natural disaster.

Section 3. Subpoenas

Where an employee is subpoenaed to appear as a witness (or to give a deposition) in a legal or administrative proceeding that arises from a work related incident, the County Employee Handbook (Jury Duty and Witness Fees) applies; provided that:

1. It is understood and agreed the County Employee Handbook applies even if the employee is subpoenaed on a day that the employee is not scheduled to work; and
2. Employees subpoenaed pursuant to this section will be classified as on "Jury Duty", under the County's payroll system.

Section 4. Holidays

Ten (10) Holidays are provided annually:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day

If any holiday falls on a Saturday, it shall be observed on Friday; if it falls on a Sunday, it shall be observed on the following Monday. The Board reserves the right to reschedule holidays as deemed appropriate.

Should a holiday occur while you are on pre-approved annual leave you shall be given credit for the holiday and it will not be deducted from your annual leave.

Only regular full-time employees and regular part-time employees are eligible to receive holiday pay. Regular full-time employees receive their regular rate of pay for eight (8) hours for holiday. Regular full-time personnel assigned to 24 hour shifts will receive eleven and two tenths (11.2) hours pay for a holiday. Regular part time employees working an average of no less than twenty (20) hours weekly receive four (4) hours for the holiday.

If an employee is scheduled in advance to work on a holiday, the employee shall receive the regular rate of pay for the scheduled work day and eight (8) hours [four (4) hours for regular part-time employees, or eleven and 2 tenths (11.2) for employees assigned to 24 hour shifts] for the holiday.

An employee must work his/her scheduled work day before and his/her scheduled work day following a holiday to be eligible for the holiday pay. Exceptions for sick leave may be considered with the following:

1. Medical certificate; or
2. Written request from the Fire Rescue Chief

Annual leave or PTO may be used before and after a holiday with a prior approval of your supervisor.

Section 5. Annual Leave Accrual.

Annual leave shall be accrued and credited to an employee's account beginning with the date of employment. However, an employee may not use or be paid for the time accrued until after six (6) months of employment and successful completion of the initial probationary period. Time will be accrued each pay period based on regular hours

earned the current pay period. Regular hours are defined as time worked and any authorized leave paid. Overtime and lost time hours are not included.

REGULAR FULL TIME PERSONNEL

All regular full-time personnel shall accrue annual leave as noted in the following schedule:

SERVICE TIME	BI-WEEKLY	ANNUALLY
From the first pay period Through 5th year anniversary	3.70 hrs.	12 days
From 6th year through 10th year	4.62 hrs.	15 days
From 11th year through 15th year	5.54 hrs.	18 days
From 16th year through 20th year	6.46 hrs.	21 days
After 20th year anniversary	7.71 hrs.	25 days

REGULAR PART TIME PERSONNEL

All regular part-time employees who average working at least twenty (20) hours per week shall accrue annual leave benefits at one half the rates of those accrued by full-time personnel in accordance with years of service.

REGULAR FULL TIME 56 HOUR SCHEDULED PERSONNEL

All regular full-time bargaining unit personnel on a 24 hour shift schedule shall accrue annual leave as scheduled below:

SERVICE TIME	BI-WEEKLY	ANNUALLY
From the first pay period Through 5th year anniversary	5.17 hrs.	12 days
From 6th year through 10th year	6.47 hrs.	15 days
From 11th year through 15th year	7.76 hrs.	18 days
From 16th year through 20th year	9.06 hrs.	21 days
After 20th year anniversary	10.78 hrs.	25 days

EXAMPLE: The sixth (11th, 16th, 21st) year begins the employee's anniversary date. The percentage of time earned each biweekly period will be based on the percentage of scheduled time paid the current biweekly period. Regular Hours is defined as time worked and any authorized leave paid. Overtime and lost time hours are not included. [Example: An employee who works eighty (80) hours one pay period accrues (3.70) hours during that pay period. That same employee has 72 hours worked and 8 hours lost time one pay period. He/she accrues 90% of the normally accrued time or (3.33) hours the current pay period. Payment of holidays, sick and annual leave, military

leave, etc., will be considered normal scheduled time paid for accrual purposes. Lost time and overtime will not.

Any employee retiring or terminating shall be paid for accrued annual leave at the employee's current hourly rate of pay not to exceed a maximum of two hundred forty (240) hours for regular full-time employees, one hundred twenty (120) hours for regular part-time employees, or three hundred thirty six (336) hours for fifty-six (56) hour personnel. In the event of the death of an active employee the survivors will be paid for the total hours of accrued annual leave.

Section 6. Sick Leave Accrual

Sick leave shall be accrued from the beginning of employment and may be utilized after three (3) full months of employment. All regular full-time employees shall accrue sick leave at the rate of 3.70 hours biweekly. Fifty six hour personnel shall accrue sick leave at the rate of 5.17 hours biweekly.

All part-time employees, who work less than forty (40) hours per week, but work a minimum of twenty (20) hours per week, shall accrue sick leave at the rate of 1.85 hours biweekly. **This does NOT apply to temporary part-time employees.**

Time is accrued based on regular hours earned the current pay period. See *Annual Leave Accrual* for example. All other part-time and interim employees shall not be entitled to sick leave benefits.

There is no limit on the number of sick leave hours which may be accrued by an employee.

Section 7. Long Term Disability and Life Insurance

The **Long Term Disability** plan provides a benefit of sixty percent (60%) of your salary up to \$1,000/month after a one hundred eighty (180) day elimination period. This coverage is paid for by the County. The new employee will be eligible for this coverage after six (6) months of employment. If you would like **Additional LTD** coverage, you may purchase sixty percent (60%) of your salary above the \$1,000/monthly benefit to a maximum of \$6,000. Upgrading your LTD coverage in this manner will also reduce your elimination period from one hundred eighty (180) days to ninety (90) days. These benefits are subject to current contractual arrangements. The Certificate of Coverage will provide coverage details.

Section 8. Use and Request for Sick Leave

Sick leave may be used only for personal or family illnesses, doctor's appointments or for other related medical needs which prevent you from performing your assigned duties. Employee shall notify their supervisor of absences from duty by illness as early as possible before their scheduled reporting time for duty. The employee shall submit a

request for sick leave to their supervisor according to policy for approval prior to use of sick leave or immediately upon returning to duty. When sick leave credits are inadequate to cover absences due to illness, the time off shall be charged to annual leave.

Use of sick leave for any purpose not specified below shall be considered misconduct and shall be grounds for disciplinary action. In other words, an employee is not entitled to take one day a month off just because they have accumulated a sick leave day. Although your supervisor may ask for a doctor's note prior to authorizing the payment of sick leave if there is excessive use of sick time, and with the approval of Human Resources, normally you can expect to be required to provide medical documentation after you have used three (3) non-consecutive days in a twelve consecutive month period. Doctor's notes must be returned to Human Resources and NOT your supervisor. Supervisors may verify with the Human Resources that a Doctor's note has been returned. After you have exceeded the annual limit of absences without medical documentation, you will be subject to disciplinary action and denial of further use of sick leave benefits for absences without such medical documentation.

1. Upon retirement from the service of the County, because of disability certified by competent medical authority, an employee shall be entitled to use sick leave benefits accumulated to their account prior to the last day worked. Otherwise, employees are not normally allowed to use sick leave after notice of termination.
2. Personal injury or illness which prevents the employee from performing their assigned duties.
3. Personal medical, dental, or optical consultation or treatment. An employee is expected to report to duty upon completion of medical treatment unless otherwise prescribed by a medical authority.
4. Exposure to a contagious disease when there is reason to believe the disease may be transmitted by the exposed employee to others during the course of their duties.
1. Sick leave may be used for the illness, medical, dental, or optical appointments of the employee's spouse, dependent children, or any other financially dependent individuals. For *other financially dependent individuals*, proof of such financial dependence i.e., IRS tax deductible dependency, legal guardianship, etc., must be provided.

An **EXCEPTION** for use of sick leave to care for non-financially dependent parents of the employee may be considered under the following conditions: With approval by the Fire Rescue Chief, employees may use up to a maximum of eighty (80) hours of their accrued sick leave per calendar year to care for seriously ill parents who are not financially dependent upon the employee. However, this exception is limited to only serious illnesses for which employees qualify and use Family Medical Leave (FMLA), which is medically documented as a necessity.

It is the policy of the Board of County Commissioners to require a physician's release after having sustained an off the job injury; after undergoing surgery; to return from Leave of Absence, or any illness or disability in excess of six (6) weeks, with or without pay. However, a Department/Division Director or supervisor may require a medical release at any time they believe an employee's physical or emotional well-being is jeopardized. The employee's supervisor may at any time require verification of illness or disability from a physician. These medical releases and/or verifications must be sent directly to Human Resources. Supervisors may verify with Human Resources that medical releases and/or verifications have been returned.

Upon management's request an employee may be required to supply proof of sickness, injury or disability by submitting a doctor's excuse or receipt showing payment that medical services were rendered.

1. After three (3) non-consecutive sick leaves during a calendar year, or When, in the opinion of Management, there is a pattern or practice of sick leave misuse by the affected employee.

Section 9. Sick Leave Pool

Employees will be eligible to participate in a voluntary Sick Leave Pool as described in the County Handbook.

Section 10. Periods of non-accrual of sick leave.

Employees on Leave of Absence without pay shall not accrue sick leave during these periods.

Section 11. Sick Leave Reinstatement After Layoff or Military Leave

Sick leave will be adjusted to reflect that percentage of time not previously paid when an employee has returned to County employment within one year after being laid off from county service, or completion and satisfactory reinstatement after extended military leave.

Section 12. Payment for Sick Leave Upon Leaving County Employment

An employee hired prior to October 1, 1996 and retiring or who leaves County service shall be paid a percentage of unused accrued sick leave based on the years of service schedule noted below. The sick leave incentive policy is provided only to those employees hired prior to October 1, 1996 and who have a minimum of two (2) years continuous employment with the Board of County Commissioners and a minimum of one hundred sixty (160) hours creditable accrued sick leave. A maximum allowable payment for unused sick leave is based on an employee's hiring date, accordingly:

1. A MAXIMUM OF EIGHT HUNDRED (800) HOURS PAYABLE TO THOSE EMPLOYEES HIRED PRIOR TO JANUARY 1, 1987
2. A MAXIMUM OF FOUR HUNDRED (400) HOURS PAYABLE TO THOSE EMPLOYEES HIRED BETWEEN JANUARY 1, 1987 AND SEPTEMBER 30, 1996.
3. NO HOURS PAYABLE TO THOSE EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 1996.

SICK LEAVE INCENTIVE PAY OUT SCHEDULE

SERVICE TIME	%ALLOWABLE PAYMENT
Beginning with 3 through 5 years	25% of Accrued Leave
Beginning with 6 through 10 years	30% of Accrued Leave
Beginning with 11 through 15 years	35% of Accrued Leave
Beginning with 16 through 20 years	40% of Accrued Leave
Beginning with 21 years	50% of Accrued Leave

EXAMPLE: The sixth (11th, 16th, 21st) year begins with the employee's anniversary date. The percentage payable is based on continuous employment with the Board only.

Section 13. Personal Time Off (PTO)

After three (3) full months of employment, all regular full-time employees may use twenty four (24) hours [forty (40) Hour Employees] or seventy two (72) Hours [fifty six (56) Hour Employees] per calendar year as Personal Time Off (PTO) - provided they have adequate sick leave hours in their account to cover the PTO time. All regular part-time employees may use twelve (12) Hours of PTO per calendar year. Regular part-time employees must average at least twenty (20) hours per week to qualify. PTO may be used in increments of less than a work day. PTO may be taken the day before or the day after a holiday. However, all PTO must be approved in advance by the employee's scheduling supervisor. PTO is granted at the discretion of the employee's immediate supervisor.

PTO hours will be designated and accounted for separately, but will be deducted from an employee's accrued sick leave account. The use of PTO hours will NOT be considered when evaluating an employee's number of hours used relative to attendance performance. However, employees are responsible for monitoring their use of PTO. Any use of PTO hours in excess of the annual allocation will be a violation of this policy and any excess hours used will be deducted from an employee's vacation leave account or will be charged as lost time if the employee is not qualified for annual leave or their annual leave account is depleted. Employees are encouraged to call the Human Resources Office in advance of using PTO if there is any doubt concerning the number of PTO hours they have available. PTO hours not used the end of the payroll year will be forfeited and may not be carried over to another year.

Section 14. Military Leave

Under authority of Florida Statute 115.07, as revised, employees who are members of reserve or national guard units are eligible to receive paid leave up to seventeen (17) days per calendar year in order to attend active or inactive duty training. A shift of up to twelve (12) hours will be considered one day's leave, while shifts over twelve (12) hours and up to twenty four (24) hours will count as two (2) days leave.

It shall be necessary for an employee to present a copy of personal military orders to the Human Resources Division prior to using military leave in order to receive payment for such leave.

When the time used exceeds two hundred forty (240) working hours of annual leave of absence in any one (1) calendar year, all future leave may be charged to annual leave or lost time in compliance with the Leave Restrictions as designated in the Employees' Handbook. Use of annual leave for military obligations will be at the discretion of the employee.

Any employee called to active military service should notify, as soon as possible, his/her division director or department director. In order to facilitate approval of leave of absence, a copy of the employee's military orders should be provided. The first thirty (30) calendar days of active military service shall be paid at one hundred percent (100%) of the employee's normal rate. Following this thirty (30) days, the employee shall be paid the deficit, if any, between their military pay and their regular pay from the County. During the entire time of the employee's military leave, the County will continue to contribute to the Florida Retirement System as well as preserve all seniority rights, efficiency ratings, and promotional status. Employees may also continue their health and life insurance during their leave of absence. The County will continue to pay our share and the employee will be responsible for the remaining portion. If any employee isn't receiving a supplemental check from the County, arrangement should be made through Risk Management to make the premium payments. If an employee chooses to terminate coverage, they can reinstate immediately upon his/her return from active duty.

An employee who leaves County employment to serve in the Armed Forces of the United States and is discharged with an honorable discharge shall be re-employed to the same or an equivalent position provided the employee returns to the position within one (1) year of the date of discharge. There shall be no reduction of compensation, benefits, or seniority as a result of such service.

Section 15. Family and Medical Leave

Polk County is pleased to comply with the Family Medical Leave Act of 1993 (FMLA), and to extend to qualified employees the opportunity to take full advantage of the provisions of this federal legislation. Those who have been employed by the County for at least twelve months (12) months and have worked at least 1,250 hours during the

previous twelve (12) month period are eligible to take leave under the Family Medical Leave Act of 1993. An eligibility year will be a "rolling" twelve month period measured backward from the date an employee uses any FMLA leave. As a covered employee, you are allowed up to twelve (12) weeks of leave per eligibility year for the following reasons:

1. Birth and/or care of employee's child (leave completed within one (1) year of birth).
2. Placement of a child with the employee for adoption or foster care.
3. To care for the employee's spouse, child, or parent with a serious health condition.
4. Because of a serious health condition that makes the employee unable to perform his/her job functions.
5. Active Duty Leave – an employee may take up to twelve (12) weeks of unpaid FMLA leave for any qualifying exigency (as defined by regulation) related to a spouse, son, daughter or parent's active duty or notification of an impending call or order to active duty in the Armed Forces in support of a contingency operation.
6. Service member Family Leave (Caregiver) – an employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to a total of twenty six (26) workweeks of leave during a twelve (12) month period to care for the service member. The leave is available during a single twelve (12) month period.

NOTE: The term *child* does not include an individual age eighteen (18) or over unless they are incapable of self-care because of a mental or physical disability that limits one or more of the *major life activities* as those terms are defined in regulations issued by the Equal Employment Opportunity Commission (EEOC) under the Americans with Disabilities Act (ADA).

When both a husband and wife work for the County, each is entitled to twelve (12) weeks per year for personal illness. However, for birth, adoption, foster placement, or care for a parent or child, the twelve (12) weeks will be shared by the husband and wife as desired, within FMLA parameters. In no case will one individual be eligible for more than a total of twelve (12) weeks of FMLA leave per qualifying year.

Intermittent leave will not be allowed for childbirth or adoption. However, intermittent leave for serious illness may be taken when properly authorized to be medically necessary. If an employee requests leave based on planned medical treatment - for instance, full or partial days off for chemotherapy - the County may transfer the employee temporarily to an available alternative position with equivalent pay and benefits (for which the employee is qualified) to better accommodate recurring periods of leave.

Unlike regular LOA, when an employee must take unpaid leave under FMLA the County will continue to pay its established share of your health insurance coverage. The

employee is responsible to continue to pay their share of insurance to the Risk Management Division on the first of each month. There is a thirty (30) day grace period. However, if an employee does not return to work after an FMLA leave for reasons other than a health condition or some other reason beyond the employee's control, the County may charge the employee retroactively for the portion of the health insurance premiums paid for by the County during the FMLA leave.

Also unlike regular LOA without pay, employees who take leave under FMLA, upon return from this leave, are guaranteed to be restored to their previous position or to be placed in an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Employees taking leave under FMLA can't lose any employment benefit accrued before they begin their leave. However, employees are not entitled to accrued seniority or employment benefits during leave or any right, benefit, or job other than that to which they would have been entitled had they not taken leave.

When a qualifying event such as a birth or planned surgery is foreseeable, employees are required to give the county at least thirty (30) days notice, or as much notice as is possible under the circumstances, of their intention to take leave. Employees are expected to make a reasonable effort to schedule any planned medical treatment so as not to unnecessarily disrupt County business.

A serious health condition is defined by the FMLA as a health condition that involves patient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider. If in-patient care is not required, a serious health condition must involve continuing treatment or supervision by a health care provider where the condition is incurable or so serious that if not treated it would likely result in a period of incapacity for more than three days, or the treatment is for pre-natal care. Voluntary or cosmetic treatments which are not medically necessary are excluded unless inpatient hospital care is required. Treatment for substance abuse is also included when inpatient care is required.

When an employee exercises his/her rights and requests leave under FMLA, the County requires a completed Polk County BOCC Request for Family Medical Leave form and a special Certification of Physician or Practitioner form prior to such leave being granted. It is your responsibility to request these forms from your supervisor in advance. In order to qualify for leave to tend to a seriously ill spouse, child or parent, a health care provider must certify that third-party care is required or that the employee's presence would be beneficial to the patient.

FMLA leave may consist of either paid or unpaid leave. However, all available and appropriate leave credits must be used concurrent with FMLA until all leave credits are exhausted. Please refer to our sick leave policy which defines qualification for use of that benefit. For example, during maternity leave, sick leave may only be used for time that is medically necessary to be out. The rest of the bonding time only qualifies for use of annual leave and/or PTO. After all available and appropriate leave is expired, then

any remaining FMLA may be used as unpaid leave. If it is established that leave taken by an employee qualifies under the act, then it may be designated as such. Based on information from the employee, every effort will be made to designate qualified leave as FMLA prior to taking such leave. However, although intermittent leave may apply, it will also be County policy to designate any qualifying leave of five (5) consecutive working days or more as FMLA leave. For instance, when an employee is out sick and calls his/her supervisor (as required by current policy), the supervisor will at that time determine FMLA eligibility based on information provided by the employee.

When an employee requests FMLA leave, the employee will be provided with additional information about his/her rights and obligations. Further, other than where specifically excepted by this policy, all other rights and obligations relative to taking sick leave, vacation, and unpaid LOA remain as covered by those respective policies in this handbook. Any employee requiring LOA immediately following FMLA must request and receive approval for such leave PRIOR to the expiration of FMLA leave.

Section 16. Medical & Prescription Drug Plan, Managed Behavioral Health Plan, Dental/Vision Plans and Life Insurance.

The County shares the cost of the Medical insurance benefit. The County **Health Plan** includes a self-funded Medical insurance benefit that offers three plan options. Following is a brief overview of the plans; however, the detail in terms of the plans are spelled out in each of the Summary Plan Descriptions:

There is an **Open Access EPO Plan** with office visit co-pays, a moderate deductible for other services and only in-network provider non-emergency benefits and there are two higher deductible consumer-drive plans (**Health Reimbursement Arrangement & Health Savings Account**) with both in/out-of-network provider benefits. The same co-insurance applies for all three plan options after the deductibles are met. There is a difference in premiums between the EPO and consumer-driven plans; however, they all include a **Prescription Drug Plan** and a **Managed Behavioral Health Plan**. Refer to the current insurance certificate for details. These benefits are subject to the prevailing contractual agreements.

Those who leave County employment will have the option to continue any applicable benefits they had at the time of separation through **COBRA**. However, those who retire from the County may continue their coverage under the County's **Retiree Benefits Program**. Employees are responsible for the premiums for these plans; however, for employees hired before January 1, 2009, the County does reduce this cost to the retiree by contributing 3% of the retiree's cost of medical insurance through the county for each full year that the former employee was employed with a Polk County agency. The maximum contribution that the County will provide to retirees at 3% per year is 75% of the total premium, and the employee must have a minimum 10 years of employment to qualify for this benefit *or as amended by any local health care ordinance in the future*. Employees hired as of January 1, 2009 will not receive any contribution from the County toward their health insurance premium. **SPECIAL NOTE: Prior to their last**

day of work, all employees are strongly encouraged to meet with representatives of Human Resources to assess their potential retirement benefit participation. Eligible former employees who wish to continue their health insurance benefits MUST ENROLL IN THE RETIREE BENEFITS PROGRAM WITHIN 30 DAYS OF THEIR EMPLOYMENT TERMINATION DATE.

There are also additional insurance benefits available to the employee on a voluntary basis. Currently there are **Dental and Vision Plans, and Supplemental Employee/Dependent Life Insurance** available. There is no physical examination or medical underwriting required for these insurance benefits provided you apply within the first 30 days of employment. Thereafter, the application may be restricted to the **Open Enrollment Period** or a **Special Enrollment Right** based on a family status change, and medical underwriting may be required in some instances.

There are also a few specialty insurance plans available to active employees such as Cancer, Non-work related Accident Universal Life and Hospital GAP/SHOP. These plans are offered but not sponsored by the County and the employee must pay the full cost of the premiums. The county offers payroll deductions for these plans and they may be continued after separation from the County. Human Resources will provide updated information to the employees as to current benefits available.

INSURANCE BENEFITS AND RATES ARE SUBJECT TO CHANGE ON AN ANNUAL BASIS.

Effective in the calendar year beginning on January 1, 2014, and in each calendar year thereafter, a bargaining unit employee will be entitled to a discount as provided in the County Wellness Plan from the employee's health insurance premium when that the employee certifies by affidavit that the employee: (1) does not use any tobacco products and will refrain from using any tobacco product; or (2) enrolls in and completes a smoking cessation program. The completion of a smoking cessation program will entitle the employee to the discount for the calendar year in which the employee completed the smoking cessation program or certified non-use of tobacco products. Those employees who use tobacco products and who do not enroll in and complete a smoking cessation program will not be entitled to the discount. The decision whether or not to enroll in a smoking cessation program will be voluntary for each employee.

Section 17. Reserved

Section 18. Call Back Pay

Call-back is defined as time required of an employee to return to the job after having left the job site upon completing their normally scheduled work day. The first time an employee is called back to work during a stand-by shift because of an emergency, the

employee shall be paid a guarantee of a minimum of three (3) hours at the overtime rate even if they do not actually work an entire three hours during their first call out. However, if the employee actually works more than three (3) hours during their first call-back in a shift, then they will only be paid at the rate of time and one-half (1 ½) for hours actually worked instead of the minimum guarantee. An employee is only permitted one (1) three (3) hour guarantee per shift. After the initial call-back per shift, any additional time(s) an employee is called back in the same shift, they will only be paid at the rate of time and one-half (1 ½) for hours actually worked. The call-back overtime policy is repeated for each shift the employee is called back to work. If the employee is called back to work and the time extends into the next shift, the employee's time is continued on the same basis as he/she began the most recent call back. The call back overtime policy will then go into effect the next time the employee is called back to work as long as the time called back is within another shift.

Regardless of whether or not they are officially on standby duty, occasionally employees may be called at home after their normal work shift to answer work related questions or to resolve a work related problem that does not require them to leave home and physically go to a work site. Under these circumstances the (non-exempt) employee being called will be paid a minimum guarantee of fifteen (15) minutes or time actually spent on the phone if the call lasts longer than fifteen (15) minutes. They will not be paid per the call-back policy under these circumstances and they will only be paid at the overtime rate if they actually work over forty (40) hours during that week, including the time spent on the telephone.

Part-time employees shall receive the overtime rate for hours worked in excess of forty (40) in a seven (7) day pay cycle.

Employees who are called out and work an excessive number of additional hours and want some recuperative time may be allowed to flex their time for the next work schedule. If he/she wants to use vacation or PTO time for those hours they must request to do so, and if they have the time, the supervisor should approve that request. However, the use of vacation or PTO hours should be totally voluntary and at the option of the employee.

If the employee wants to use the recuperative hours and does not want to flex his/her time, nor do they want to use vacation or PTO leave, their time may be shown as APPROVED LOST TIME. This approval means that they are authorized to be away from the job and will not be paid for those hours, nor will those hours be held against them when completing annual evaluations.

Section 19. Transitional Duty – Return to Work Program.

This program is designed to facilitate early return-to-work in meaningful employment to employees who, due to injury or illness, are temporarily unable to perform the essential functions of their regular duty positions. If the injury/illness is work related, then this process will be facilitated by the Risk Management Division. If the injury/illness is not

work related in nature, then this process will be facilitated through the Human Resources Division.

Employees who are unable to perform their regular job duties, either due to injury or illness, for a period longer than seven (7) calendar days, will be evaluated for a Transitional Duty position by the authorized treating physician.

Each Transitional Duty assignment will be limited to ten (10) weeks from the date of release, and is **NOT** intended as a permanent position. In the case of extenuating circumstances, with physician documentation, Transitional Duty may be extended to the maximum medical improvement date.

If permanent restrictions are assigned by the physician at the maximum medical improvement date, the employee may be allowed to continue to work in a transitional capacity for forty five (45) days, while attempts are made to identify alternative full-time or part-time positions, for which the employee would be qualified on a regular, non-transitional basis.

Transitional Duty placement is made solely at the discretion of Polk County. Employees released to work in a Transitional Duty capacity may be assigned by management to any position for which the employee is qualified. A Transitional Duty position does not need to conform to established pre-injury/illness job descriptions or be within the same department. The physician is expected to re-evaluate the employee for a release to his/her pre-injury/illness position at each follow-up visit.

All employment for Polk County is considered the primary employment of every employee. It is the expectation of Polk County that any outside employment shall not continue during any period of medical disability, unless suitable regular employment is not available with Polk County Government.

Either the Employer or the Employee may invoke the Family Medical Leave Act in lieu of Transitional Duty.

Section 20. Reimbursement for Damaged Personal Effects

Subject to the provisions of this Article, if a bargaining unit employee suffers damage to his/her prescription eye glasses (other than sunglasses), false dentures or wristwatch as a result of a Workers Compensation injury or a physical confrontation with a member of the public being served by that employee, the County will reimburse the employee for lesser of the replacement cost or the repair cost of the damaged property or the following limits:

Item	Maximum County Contribution
Watch	\$50.00
Eyeglasses	\$150.00 for frames

Contact Lenses	\$150.00 for each lens
Retainers	\$20.00 for each lens (hard lens only)
Dentures	\$50.00
Hearing Aids	\$150.00
	\$1,000.00 for each hearing aid

In determining the replacement cost or repair cost of a damaged item, the replacement or repair cost will not exceed the original cost of the damaged item. Employees will not be reimbursed for damage resulting from normal wear and tear, negligence or misuse on the part of the employee, or from the employee's failure to use proper eye protection, where provided or required by the County. No item will be replaced or repaired more than one time in a calendar year.

Employees shall report damage to their immediate supervisor on the same day the damage occurs. Requests for reimbursement for repair or replacement of a damaged item shall be submitted to the Fire Rescue Administration, and shall be supported by adequate proof of such damage, the circumstances relating to the damage to the property, and proof of cost of repair or the original cost of the damaged item.

In the event of an injury covered by Workers Compensation, health, dental or vision insurance, then the Workers Compensation benefits or health, dental or vision insurance benefits will be primarily responsible for replacement or repair of eyeglasses, retainers, dentures or hearing aids.

ARTICLE XXI **OTHER BENEFITS**

Section 21. Cash Compensation for Annual Leave

During the 2016-2017 fiscal year, a bargaining unit employee may request cash compensation in lieu of accrued and unused annual leave up to a maximum of fifty-six (56) hours for a fifty-six (56) hour employee or forty (40) hours for a forty (40) hour employee:

1. One hundred twelve hours (112) for fifty-six (56) hour employees are available in the employee's annual leave account;
2. The employee has or will be paid cash compensation in lieu of fifty-six (56) hours of annual leave within the pay period for which it is requested; and
3. A balance of fifty-six (56) hours remains in the employee's annual leave account after payment is made.

Thus article will become effective on the effective date of the collective bargaining agreement for the fiscal year beginning on October 1, 2016, and will cease to be effective on September 28, 2017.

Section 22. Transfer of Vacation to Sick

Any hours in excess of two hundred forty (240) for forty hour personnel, (three hundred thirty six (336) for 56 hour personnel) up to a maximum of 40 hours for forty hour personnel (56 for fifty-six hour personnel) in an employee's annual leave account as of the end of each payroll year, will automatically be transferred to their sick leave account provided they have not previously received cash compensation for 40 hours (forty hour personnel), (56 for fifty-six hour personnel). Any other hours in excess of 240 (120 for regular part time, 336 for bargaining unit personnel) will be forfeited. In the event of the death of an active employee, the survivors will be paid the total hours of accrued annual leave.

ARTICLE XXII
ASSIGNMENT DURING DISABILITY (Light Duty)

Light duty is governed by the Transitional Duty - Return to Work Program outlined in the Employee Handbook. In addition to that, any employee assigned by the County to a less strenuous position, due to health or disability, shall be paid his/her regular hourly

rate (or same step 40 hour rate if a 56 hour employee is assigned to 40 hour transitional duty schedule) for all hours worked and shall continue to be eligible for all fringe benefits pursuant to this Agreement. He/she shall continue to accumulate seniority during such disability (Light Duty) assignment.

ARTICLE XXIII
EXCHANGE OF DUTY

Employees are permitted to make within classification exchange of time utilizing the following guidelines. For clarity of this article, the person regularly scheduled to work in either the first half of the exchange, or the payback portion will be referred to as "A", and the person working in their place will be referred to as "B".

"A" and "B" must be of equal rank and/or specialty. Examples: EMT for EMT, Paramedic for Paramedic. However, If not of equal rank and/or specialty, "B" must at least be on the qualification list, and be approved to function in the position and/or specialty of "A".

1. The exchange of duty must be at no additional cost to the County or the Fire Rescue Division.
2. Exchange of Duty Requests must be completed in TeleStaff for all exchanges in excess of one (1) hour.
3. The exchange must be entered in TeleStaff by 10:00 a.m. of the shift prior to the requested shift exchange to provide sufficient time to be pre-approved by "A's" immediate supervisor.

4. Any contractual premium pay earned during the time period of the exchange will be paid to "A".

5. If the "B" fails to report for duty, or needs to leave due to illness, or any other valid reason, "B" will be charged with the appropriate leave (straight time hour for hour).

6. If "B" sustains a job related "Workers Comp" injury and not capable of completing the shift, "A" will be charged vacation usage for the portion of the shift that "B" misses. If "A" does not have accrued vacation time, "A" will owe vacation time to the County (straight time hour for hour).

7. "B" is responsible for prompt attendance and proper conduct. "B" is responsible for completing duties, pre-plans, or any other activities that would be required of "A".

8 Abuse of the "Exchange of Duty" may result in withdrawal of privileges

9. In order for an exchange to be approved the requested exchange must be "closed". That means that both "A" and "B" must indicate the date and time of the shifts that each will work for the other.

ARTICLE XXIV **CONTRACT BARGAINING UNDERSTANDINGS**

Section 1: Separability

This Agreement shall be subject to all present and future applicable Federal and State laws, or Executive Orders of the President of the United States and other appropriate rules and regulations of bona fide governmental authority. Should any provision(s) become unlawful by virtue of the above, or by declaration of any court of competent jurisdiction, such action shall not invalidate the remainder of the Agreement. Any provision(s), which become unlawful by virtue of the above, or by declaration of any court of competent jurisdiction, shall cause the parties to meet and negotiate replacement provisions that are valid. Any provision(s) of this Agreement not declared invalid shall remain in full force and effect for the life of this Agreement.

Section 2: Amendments

Any changes to the Agreement shall be in writing and duly executed by the parties thereto.

Section 3: Bargaining Waiver and Zipper Clause

The parties acknowledge that during the negotiations which resulted in this Agreement, all had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that

right and opportunity are as set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters specifically referred to or covered in this Agreement.

Section 4. The exercise or non-exercise by the County or the Union of rights covered by this Agreement shall not be deemed to waive any such right or the right to exercise them in the future.

ARTICLE XXV **LABOR MANAGEMENT COMMITTEE**

Section 1. The County and the Union agree to establish a Labor Management Committee.

Section 2. The purpose of this committee is to create a specific forum in order to periodically discuss general issues, including safety and health issues, and to resolve problems before they become bargaining issues. Such scheduled meetings are also intended to foster a harmonious working relationship between the parties. This committee, however, shall not have the power to alter this Agreement, nor negotiate new formal agreements, nor to resolve any grievances. This Labor Management committee shall meet at least quarterly to discuss and make recommendations on matters affecting the work place. The committee shall consist of three (3) employees and three (3) representatives from management. In order for the meetings to be effective, it will take a minimum of two (2) employees and two (2) management representatives to make a forum and for a meeting to take place. The date, time and place of meetings will be mutually agreed upon by the parties, and each party shall exchange an agenda at least one week prior to any scheduled meeting. Topics not on the agenda shall not be discussed without mutual consent of both parties. If urgent issues should arise between scheduled meetings, both parties are encouraged to informally communicate with each other, as necessary, so as not to allow significant issues to get out of hand before they can be addressed and resolved in a timely and mutually beneficial manner.

Section 3. Bargaining unit committee members may resolve their paid meetings attendance in one of three ways. They may either: (a) receive up to a maximum of three (3) hours paid time for attendance in a quarterly meeting if the meeting is conducted when they are off shift; or (b) they can arrange for a fully qualified temporary part-time employee (of same job classification) to replace them at their duty station if they are scheduled to be on shift during one of the scheduled quarterly meetings, and the County will allow the committee member employee to attend on-shift and they will pay for the temporary part-time employee for a maximum of three (3) hours; or (c) if the committee member employee is scheduled to be on-shift during one of the scheduled quarterly meetings, they may arrange a shift exchange agreement within the terms of the Shift Exchange Article in this Agreement.

ARTICLE XXVI
UNIFORMS

Uniforms will be provided by the County. Only the County issued uniform garments will be allowed to be worn. No substitutions will be acceptable.

New employees assigned 40 hour will receive a minimum of five (5) sets of uniforms, to include a jacket.

New employees assigned 56 hour will receive a minimum of three (3) sets of uniforms, to include a jacket.

All employees will receive a badge and name tag at time of employment or promotion. Newly promoted employees will be provided with additional uniform items and insignia in accordance with established policies.

Uniforms will be provided through a County approved method. Employees may procure uniforms only through the approved method. Each bargaining unit employee will be allocated \$400.00 per year to purchase all uniforms and accessories. Only the County approved uniform garments will be permitted to be purchased and worn.

The parties agree that the County will provide a Uniform Allowance for bargaining unit employees except Captains in the annual amount of four hundred dollars (\$400) to be paid in two (2) two hundred dollar (\$200.00) payments; one at the end of March and the other at the end of September of each year of the current Collective Bargaining Agreement. This allowance is to be used for the commercial cleaning of uniforms and is not permitted to be used for home or station washing machines. The County recognizes that the Union has requested this allowance to prevent cross- contamination at the employee's home and therefore the County is to be held harmless for any home/duty-station cleaning of uniforms.

ARTICLE XXVII
USE OF AND PROCEDURES FOR REQUESTING ANNUAL LEAVE

Annual leave may be used for the following purposes:

1. Vacation leave,
2. Absence to transact personal business which cannot be conducted during other off-duty hours,
3. Illness, when sick leave has been exhausted.

During the first fourteen (14) days of December, the County will accept requests for leave and will schedule vacations during the coming year based on these requests, by seniority. Thereafter, requests for leave must be submitted to and approved by the

scheduling supervisor at least one shift in advance, prior to the actual taking of normal annual leave. For emergency leave, prior approval by the scheduling supervisor is required, and such request for emergency annual leave must be submitted immediately upon return from such leave.

All annual leave is granted at the discretion of the scheduling supervisor. While a supervisor will attempt to schedule vacations at the time most desired by the employee, the right to allot or change a vacation period is reserved to the scheduling supervisor. In the event of a disaster, it is understood and agreed that all scheduled leave approvals may be immediately canceled.

Violations of this policy could result in unauthorized absence and subsequent loss of pay, and/or disciplinary action up to and including termination.

A minimum two (2) EMT'S and two (2) Paramedics and a maximum of six (6) EMT'S and six (6) Paramedics will be allowed off for all forms of scheduled leave (examples: Annual, elective Military, elective Administrative, PTO, etc.).

ARTICLE XXVIII **PERSONNEL ASSIGNMENTS**

Personnel assignments are an operational decision. The Fire Rescue Chief or his representative may reassign personnel at any time provided, however, such reassignment is for a valid reason and not arbitrary nor capricious. Involuntary reassignment for cause will be subject to the grievance procedure. For voluntary change of classification and for station assignment opportunities resulting from ordinary circumstances, however the following rules/procedures will apply:

GENERAL AGREEMENT: Management reserves the right to determine staffing requirements and levels at any given time; to determine which positions will be made available for promotion, voluntary demotion, lateral transfer, or temporary station assignment; and when such positions will be filled.

STATION ASSIGNMENTS: Requests for station assignments will be subject to the following conditions and procedures:

1. Employees are allowed only one (1) request on file at any one time.
2. Employees are responsible for keeping their request current. If selected, per request on file, employees may not refuse reassignment.
3. Employees may withdraw requests at any time prior to being notified of a selection.
4. The County is not obligated to honor more than two (2) station requests within any two (2) year period, per employee.

5. Selections will be made on the basis of Fire Rescue seniority, except that the Chief reserves the right to make all final decisions. If the Chief selects an employee who is not the most senior, then he will justify such reason in writing. The Chief's decision may be challenged through the grievance procedure, and the issue will be whether such decision was arbitrary or capricious.
6. The County agrees to commit to two (2) station reassignments via the system per original vacancy. Original vacancy is defined as a vacancy occurring from an employee leaving the bargaining unit for any reason, or the addition of any newly authorized bargaining unit positions to any new or existing station. The Chief may or may not use this process to assign stations beyond the commitment of two (2) changes per original vacancy, without setting a precedent.

Relative to this article, the two (2) station reassignments per original vacancy will be made prior to any selection from the promotion list or assignment of new-hires within the bargaining unit. Further, the County will notify the union in writing within seven (7) calendar days (holidays excepted) of any placement due to promotion, voluntary demotion, lateral transfer due to schedule change, or station reassignment within the bargaining unit.

For requests applicable to station assignment, employees may submit or change a request two times per year (last ten calendar days of December and June), or during special postings as needed. The County will accommodate shifts for fire school and paramedic school. Requests must be made on approved forms provided by the County and must be submitted (in person) directly to the Chiefs' office. Requests not received under the above specified conditions will not be considered until the next request period.

ARTICLE XXIX **MISCELLANEOUS**

Section 1. Copies of Agreement.

The County will locate an electronic PDF copy of the current Collective Bargaining Agreement on a desktop at each Station at which bargaining unit personnel are stationed.

Section 2. Change of Employee Information

All employees are to notify Fire Rescue Administration and the Human Resources Division of any changes in address, telephone number or name as soon as reasonably

possible. Copies of all required up-to-date certifications and or licenses must be provided to Fire Rescue Administration and to the Human Resources Division prior to expiration of current certifications/licensure.

Section 3. Employee Personnel Files

All official personnel records relating to each employee shall be maintained with the Human Resources Division on their official personnel electronic imaging file system. Employees may contact the Human Resources Division to make arrangements to view or to obtain copies of their records, or to respond to items in their own personnel file. It is also recognized that certain temporary personnel files and confidential incident files may be maintained at Fire Rescue Administration. Other employee medical files are maintained in the Risk Management Division. An employee being issued an Employee Action Form (EAF) will have an opportunity to sign the EAF before it is placed in the employee's personnel file.

Section 4. Rules, Policies and Procedures

Rules, policies and procedures shall be in writing and provided to the employees and to the Union. Refer to the Existing Rules and Practices Article in this Agreement Rules shall be applied fairly and consistently to all affected employees.

Section 5. Certifications and Licenses

Ultimately, each employee is responsible for ensuring that they maintain all required certifications, licenses, immunizations, etc. However, the County will also make a good faith effort to remind employees of upcoming deadlines when they know about them and to notify employees of available in-house classes for maintenance of CEUs.

Section 6. Union Sticker

The County agrees that its Fleet Management Division will place one union sticker that is four (4) inches or less in diameter on all Polk County Fire Rescue ambulances. The sticker will be placed on the outside of the right window of the rear door in a spot that will not obstruct the driver's view or cause a safety hazard. The County will not be responsible for defacement or removal of such stickers, but will replace them in the event that they are defaced or removed. The Union will provide a sufficient number of stickers at no cost to the County.

ARTICLE XXX
EDUCATION, TRAINING AND CERTIFICATIONS

Section 1. Continuing Education Classes

The County shall provide emergency medical service related continuing education classes at no charge to the employees. The topics and frequency shall be scheduled so that employees have adequate opportunity to meet the minimum number and types of classes necessary to maintain required certification. Time spent in Polk County Fire Rescue sponsored continuing education classes shall be considered time worked if approved by the Fire Rescue Chief or his designee. The County will supply employees with required documentation for biannual recertification for all County sponsored programs completed. These documents will contain Medical Director approval; proof of successful completion; date class completed; and assigned number of Continuing Education Units (CEUs). If the employee fails to complete the program specified, no CEU credit will be awarded. The Fire Rescue Medical Director will, at his sole discretion, determine the amount of CEU credit awarded for each general in-service and outside programs completed by Paramedics and EMTs. Employees desiring CEU credit for outside programs must submit a written request to the Office of Medical Direction within three (3) work shifts prior to the date of the program. Each request must include the following: (1) course outline or objectives; (2) instructor(s) and sponsoring agency; and (3) course brochure or flyer. However, the County will not pay for registration fees or time required to complete such outside courses which the employee voluntarily elects to take.

Section 2. Other Voluntary Classes Offered by the County

The general curriculum offered through the County's Organizational and Employee Development Division (OED) is also available to bargaining unit employees (see OED annual training catalog for details). However, participation in these classes is considered voluntary and is not considered time worked unless an employee is specifically mandated to attend a particular class or series of classes. Employees may attend these classes on their days off, or by making shift exchange arrangements, or by scheduling annual leave or PTO.

Section 3. Mandatory Job Related Training

The County periodically engages in mandatory training related to job duties. In addition to mandated classes directly related to Fire Rescue employment, the County will also provide any training mandated by OSHA, such as infectious disease, hazardous materials training or whatever may be mandated. Available class dates and times for each training module will be posted in all stations on a County provided bulletin board. The County will work to ensure this training is conducted in a manner that supports the mission of the Fire Rescue Division and does not overly burden the County's ability to provide service. Training may be provided while employees are on duty, off duty or combination of both. The County will provide a schedule of any mandatory training in advance and allow some flexibility on when an employee attends a mandatory off duty training session. Mandatory off duty training will be considered time worked and compensated as such. Failure on the part of an employee to attend such training may lead to progressive disciplinary action.

Section 4. Tuition Reimbursement

Tuition reimbursement is governed by Florida State law. Refer to Polk County Employee Handbook Section 7.10 for details concerning tuition reimbursement. The exception to Handbook Section 7.10 relates to EMTs who wish to pursue their Paramedic certification (see section 5 of this article).

Section 5. Advanced Education Reimbursement Program for Paramedic Training

Regular full time employees who desire to pursue certification as a Paramedic must submit application to Fire Rescue Administration a minimum of 30 calendar days prior to the start date of class. If approved by Fire Rescue Administration and accepted by the school, the County will pay the tuition in advance instead of reimbursing after completion of the class. Fire Rescue Administration will determine the number of allocated participants based upon operational needs and available resources. In addition, the County reserves the right to determine which Paramedic programs are allowable under this article. Advanced reimbursement for tuition will not exceed the amount published in the State University System's educational literature except when the course taken is not available in that system. Documentation of successful semester completion must be provided before any additional advance payments. If an employee fails to obtain and provide such documentation, or leaves the paramedic program voluntarily or involuntarily during the semester, the employee will be liable to refund the County any such advanced payments the County made on the employee's behalf. Employees who participate in this program must sign an agreement, which includes as a condition of receiving advanced reimbursement, that they remain with the County for at least two years after completion of the paramedic program. Otherwise, the amount of money received or paid on behalf of the employee within 12 months of separation, whether voluntarily or involuntarily, must be refunded to the County.

Section 6. Certifications

As a condition of continued employment, employees are required to maintain currency in all certifications and licenses required by federal or state statute, rule or regulation and by their job description. It is the sole responsibility of the employee to comply with such regulations and requirements, including, but not limited to the application completion process, payment of fees, completing required educational requirements, providing all necessary documents and to do so in a timely manner in order to retain required licenses and certifications. It is the employee's responsibility to assure that copies of all certifications and licenses required for employment are current and on file with Polk County Fire Rescue Administration. The employee will deliver the original or a copy of the certification or license to the Fire Rescue Administration during normal business hours. Fire Rescue copy facilities may be used by the employee to make necessary copies.

Section 7. Instructors

Employees who have obtained instructor levels in Fire Rescue related certifications may volunteer, and at management's discretion may be utilized by the County as instructors in continuing educational or public educational classes or training programs sponsored by the County. Employees who are utilized in this fashion will be eligible to be paid for time worked. Employees, who contract with outside agencies (hospitals, fire departments or districts, etc.) to teach a class or training program, will not be eligible to be paid by the County for such class or training program. Employees who do engage in outside employment are obligated to submit a Request for Outside Employment Form in order to avoid any conflict of interest issues.

ARTICLE XXXI **PROMOTIONS**

Section 1. Bargaining unit employees will be permitted to apply for promotion to vacant positions within the Fire Rescue Division for which they meet the minimum qualifications. The Fire Rescue Administration will develop an assessment process for filling each vacant position that shall apply uniformly to all applicants. In the event of ties, employment seniority in Polk County Fire Rescue shall be the deciding factor.

Nothing in this Agreement precludes the County from promoting or hiring employees from outside the bargaining unit or outside the County.

ARTICLE XXXII **DURATION, MODIFICATION AND TERMINATION**

Section 1. Upon ratification by both parties, except for the provisions of Article XX, Rates of Pay, the term of this Agreement shall be effective upon ratification and, except for the provisions of Article XXI, Section 21, shall continue in full force and effect until 12 o'clock midnight on the 30th day of September, 2017. At least one hundred twenty (120) days prior to the termination of this Agreement, either party hereto shall notify the other party, in writing, of intention to modify, amend or terminate this Agreement. Failure to notify the other party, in writing, of intention to modify, amend or terminate, as hereinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification

In the event the parties hereto desire to modify or amend this Agreement and have been unable to agree on said modification or amendment by the termination date of this Agreement, this Agreement shall terminate without further notice.